

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Project Name & Number: Rapid City Utility Maintenance Facility
Project No. 13-2120

CIP #: 50870

Project Description: New Utility Maintenance Facility on property west of current Street and Utility Maintenance Facility

Consultant: FMG Inc.

Original Contract Amount: \$19,736.00

Original Contract Date: October 6, 2014

Original Completion Date:

Addendum No:

Amendment Description:

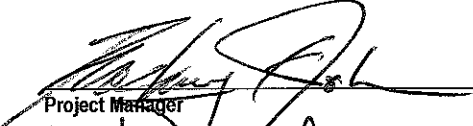
Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00


Current Completion Date: _____
New Completion Date: _____

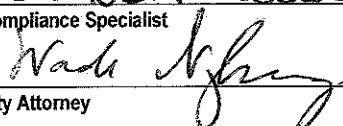
Funding Source This Request:

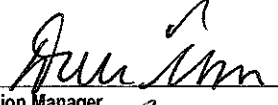
\$9,868.00	833	4223	604	602	
\$9,868.00	933	4223	602	604	
\$19,736.00	Total				

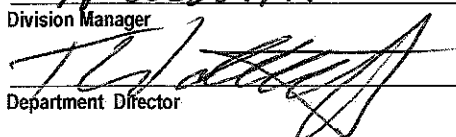
Agreement Review & Approvals

 _____ 9-17-14
Project Manager Date

 _____ 9/17/14
Compliance Specialist Date

 _____ 9-23-14
City Attorney Date

 _____ 9-17-14
Division Manager Date

 _____ 9-18-14
Department Director Date

ROUTING INSTRUCTIONS

Route **two** originals of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant
cc: Public Works
Engineering
Project Manager

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved	
9/19/14	SW	Y	N
Cash Flow		Y	N

Agreement Between City of Rapid City and FMG Inc. for Professional Services for Utility Maintenance Facility, Project No. 13-2120 / CIP No. 50870

AGREEMENT made _____, 20____, between the City of Rapid City, SD (City) and FMG Inc., (Engineer), located at 3700 Sturgis Road, Rapid City, SD 57702. City intends to obtain services for the Utility Maintenance Facility, Project No. 13-2120 / CIP No. 50870. The scope of services is as described within this document and as further described in Exhibits A and B (attached).

The City and the Engineer agree as follows:

The Engineer shall provide professional engineering services for the City in all phases of the Project and as further defined in Exhibits A and B (attached), serve as the City's professional engineering representative for the Project, and give professional engineering consultation and advice to the City while performing its services.

Section 1—Basic Services of Engineer

1.1 General

- 1.1.1 The Engineer shall perform professional services described in this agreement, which include customary engineering services. Engineer intends to serve as the City's professional representative for those services as defined in this agreement and to provide advice and consultation to the City as a professional. Any opinions of probable project cost, approvals, and other decisions provided by Engineer for the City are rendered on the basis of experience and qualifications and represent Engineer's professional judgment.
- 1.1.2 All work shall be performed by or under the direct supervision of a professional Engineer licensed to practice in South Dakota.
- 1.1.3 All documents including Drawings and Specifications provided or furnished by Engineer pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership therein. Reuse of any documents pertaining to this project by the City on extensions of this project or on any other project shall be at the City's risk. The City agrees to defend, indemnify, and hold harmless Engineer from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the City or by others acting through the City.
- 1.1.4 The contract will be based on an hourly rate and reimbursable fee schedule with a maximum not-to-exceed amount.

1.2 Scope of Work



The Engineer shall:

- 1.2.1 Consult with the City, other agencies, groups, consultants, and/or individuals to clarify and define requirements for the Project and review available data.
- 1.2.2 Perform the tasks described in the Scope of Services. (See Exhibit A.)
- 1.2.3 Conduct a location survey of the Project to the extent deemed necessary to provide adequate site information.
- 1.2.4 Prepare a report presenting the results of the study as outlined in the scope of services.

Section 2—Information Provided by City

The City will provide any information in its possession for the project at no cost to the Engineer.

Section 3—Notice to Proceed

The City will issue a written notification to the Engineer to proceed with the work. The Engineer shall not start work prior to receipt of the written notice. The Engineer shall not be paid for any work performed prior to receiving the Notice to Proceed.

Section 4—Mutual Covenants

4.1 General

- 4.1.1 The Engineer shall not sublet or assign any part of the work under this Agreement without written authority from the City.
- 4.1.2 The City and the Engineer each binds itself and partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, regarding all covenants, agreements, and obligations of this agreement.
- 4.1.3 Nothing in this agreement shall give any rights or benefits to anyone other than the City and the Engineer.
- 4.1.4 This agreement constitutes the entire agreement between the City and the Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



- 4.1.5 The Engineer shall make such revisions in plans which may already have been completed, approved, and accepted by the City, as are necessary to correct Engineer's errors or omissions in the plans, when requested to do so by the City, without extra compensation therefore.
- 4.1.6 If the City requests that previously satisfactorily completed and accepted plans or parts thereof be revised, the Engineer shall make the revisions requested by the City. This work shall be paid for as extra work.
- 4.1.7 If the City changes the location from the one furnished to the Engineer, or changes the basic design requiring a new survey for the portions so changed, the redesign will be paid for as extra work.
- 4.1.8 The City may at any time by written order make changes within the general scope of this Agreement in the work and services to be performed by the Engineer. Any changes which materially increase or reduce the cost of or the time required for the performance of the Agreement shall be deemed a change in the scope of work for which an adjustment shall be made in the Agreement price or of the time for performance, or both, and the Agreement shall be modified in writing accordingly. Additional work necessary due to the extension of project limits shall be paid for as extra work.
- 4.1.9 Extra work, as authorized by the City, will be paid for separately and be in addition to the consideration of this Section.
- 4.1.10 For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. Engineer will promptly inform the City in writing of such situations so that changes in this agreement can be renegotiated.
- 4.1.11 This Agreement may be terminated (a) by the City with or without cause upon seven days' written notice to the Engineer and (b) by the Engineer for cause upon seven days' written notice to the City. If the City terminates the agreement without cause, the Engineer will be paid for all services rendered and all reimbursable expenses incurred prior to the date of termination.

If termination is due to the failure of the Engineer to fulfill its agreement obligations, the City may take over the work and complete it. In such case, the Engineer shall be liable to the City for any additional cost to the extent directly resulting from Engineer's action.



- 4.1.12 The City or its duly authorized representatives may examine any books, documents, papers, and records of the Engineer involving transactions related to this agreement for three years after final payment. All examinations will be performed at reasonable times, with proper notice. Engineer's documentation will be in a format consistent with general accounting procedures.
- 4.1.13 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 4.1.14 Costs and schedule commitments shall be subject to renegotiation for delays caused by the City's failure to provide specified facilities or information or for delays caused by other parties, excluding sub-contractors and sub-consultants, unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts of regulations of any governmental agency or any other conditions or circumstances beyond the control of the City or Engineer. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
- 4.1.15 The City will give prompt written notice to the Engineer if the City becomes aware of any fault or defect in the Project or nonconformance with the Project Documents.
- 4.1.16 Unless otherwise provided in this Agreement, the Engineer and the Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB), or other toxic substances.
- 4.1.17 In the event asbestos or toxic materials are encountered at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the City retains appropriate specialist CONSULTANT(S) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials.



- 4.1.18 This agreement, unless explicitly indicated in writing, shall not be construed as giving Engineer the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.
- 4.1.19 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or in any way involving the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants.
- 4.1.20 Neither the City nor the Engineer, nor its Consultants, shall hold the other liable for any claim based upon, arising out of, or any way involving the specification or recommendation of asbestos, in any form, or any claims based upon use of a product containing asbestos.
- 4.1.21 Engineer hereby represents and warrants that it does not fail or refuse to collect or remit South Dakota or City sales or use tax for transactions which are taxable under the laws of the State of South Dakota.

4.2 City of Rapid City NonDiscrimination Policy Statement

In compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination act of 1975, the Americans with Disabilities Act of 1990, and other nondiscrimination authorities it is the policy of the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701-5035, to provide benefits, services, and employment to all persons without regard to race, color, national origin, sex, disabilities/handicaps, age, or income status. No distinction is made among any persons in eligibility for the reception of benefits and services provided by or through the auspices of the City of Rapid City.

Engineer will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Commission, its agencies or representatives, to ascertain compliance with the above provisions.

This section shall be binding on all subcontractors or suppliers.



Section 5—Payments to the Engineer

5.1 Schedule of Pay Rates

The City will pay the Engineer for services rendered or authorized extra work according to the Engineer's hourly and reimbursable rate schedule described in Exhibit B.

5.2 Fee

The maximum amount of the fee for the services as detailed in Section 1.2 shall not exceed \$19,736.00 unless the scope of the project is changed as outlined in Section 4. If expenses exceed the maximum amount, the Engineer shall complete the design as agreed upon here without any additional compensation. Sub task dollar amounts may be reallocated to other tasks as long as the total fee is not exceeded. Prime consultant may not mark up sub-consultant or sub-contractor services.

5.3 Progress Payments

Monthly progress payments shall be processed by the City upon receipt of the claim as computed by the Engineer based on work completed during the month per the hourly rates and allowable reimbursable as established in Section 5.1 and approved by the City.

Net payment to the Engineer shall be due within forty-five (45) days of receipt by the City.

Section 6—Completion of Services

The Engineer shall complete services on or before 9/1/15 based on a notice to proceed on or before October 6, 2014.

Section 7—Insurance Requirements

7.1 Insurance Required

The Engineer shall secure the insurance specified below. The insurance shall be issued by insurance company(s) acceptable to the City and may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance including any policy endorsements shall be provided to the City prior to or upon the execution of this Agreement.



7.2 Cancellation

The Engineer will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Contractor agrees to hold the City harmless from any liability, including additional premium due because of the Contractor's failure to maintain the coverage limits required.

7.3 City Acceptance of Proof

The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the coverages and limits described in this agreement are adequate to protect the Engineer, its consultants or subcontractors interests, and assumes no liability therefore. The Engineer will hold the City harmless from any liability, including additional premium due, because of the Engineer's failure to maintain the coverage limits required.

7.4 Specific Requirements

- 7.4.1 Workers' compensation insurance with statutory limits required by South Dakota law. Coverage B-Employer's Liability coverage of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.
- 7.4.2 Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. If the occurrence form is not available, claims-made coverage shall be maintained for three years after completion of the terms of this agreement. The policy shall name the City and its representatives as an additional insured.
- 7.4.3 Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
- 7.4.4 Professional liability insurance providing claims-made coverage for claims arising from the negligent acts, errors or omissions of the Engineer or its consultants, of not less than \$1,000,000 each occurrence and not less than \$1,000,000 annual aggregate. Coverage



shall be maintained for at least three years after final completion of the services.

Section 8—Hold Harmless

The Engineer hereby agrees to hold the City harmless from any and all claims or liability including attorneys' fees arising out of the professional services furnished under this Agreement, and for bodily injury or property damage arising out of services furnished under this Agreement, providing that such claims or liability are the result of a negligent act, error or omission of the Engineer and/or its employees/agents arising out of the professional services described in the Agreement.

Section 9—Independent Business

The parties agree that the Engineer operates an independent business and is contracting to do work according to his own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Engineer shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the Engineer is inclusive of any use, excise, income or any other tax arising out of this agreement.

Section 10-Indemnification

If this project involves construction and Engineer does not provide consulting services during construction including, but not limited to, onsite monitoring, site visits, site observation, shop drawing review and/or design clarifications, City agrees to indemnify and hold harmless Engineer from any liability arising from the construction activities undertaken for this project, except to the extent such liability is caused by Engineer's negligence.

Section 11-Controlling Law and Venue

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of South Dakota, without regard to any conflicts of law provisions. Parties agree to submit to the exclusive venue and jurisdiction of the State of South Dakota, 7th Judicial Circuit, Pennington County.

Section 12-Severability

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and effect.



Section 13—Funds Appropriation

If funds are not budgeted or appropriated for any fiscal year for services provided by the terms of this agreement, this agreement shall impose no obligation on the City for payment. This agreement is null and void except as to annual payments herein agreed upon for which funds have been budgeted or appropriated, and no right of action or damage shall accrue to the benefit of the Engineer, its successors or assignees, for any further payments. For future phases of this or any project, project components not identified within this contract shall not constitute an obligation by the City until funding for that component has been appropriated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

Engineer:

MAYOR

FMG INC

DATE: _____

DATE: _____

ATTEST:

FINANCE OFFICER

Reviewed By:



ROD JOHNSON, PROJECT MANAGER

DATE: 9-17-14

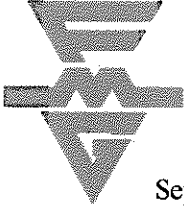
CITY'S DESIGNATED PROJECT
REPRESENTATIVE

ENGINEERING FIRM'S DESIGNATED
PROJECT REPRESENTATIVE

NAME Rod Johnson
PHONE 605-394-4154
EMAIL rod.johnson@rcgov.org

NAME James Trudeau
PHONE 605-342-4105
EMAIL James.Trudeau@fmginco.com





FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
FAX 605/342-4222

September, 3 2014

City of Rapid City
Attn: Mr. Rodney Johnson
Operations Management Engineer
300 Sixth Street
Rapid City, SD 57701

Re: Construction Testing Services Proposal
Rapid City Utility Maintenance Facility
Rapid City, South Dakota

Dear Rod:

Thank you for this opportunity to offer our constructing testing services for the referenced project. I have prepared this testing services proposal based on the project plans and specifications and our understanding on what work items you the owner will actually want tested. Even though not all items will be tested in accordance with the plans and specifications, every effort would be made to accomplish as much testing as possible with the focus on the more critical work items. Based on this information, we understand that the scope of testing services will include the following.

TASK 1 – Soil Compaction Testing

Field density testing would be performed for the following items using a Troxler nuclear density gauge.

Assumptions:

- Density testing of building pad ove-rexcavation & backfill with engineered fill
- Observation of bottom of building pad over-excavation
- Density testing of building foundation wall backfill
- Density testing of utility trench backfill
- Density testing of asphalt & concrete pavement subgrade/subbase
- Observation of proof-rolling of asphalt pavement subgrade

TASK 2 – Concrete Testing

As per the project specifications, we would cast one set of concrete test cylinders for compressive strength testing for each of the concrete placement tested. The fresh concrete would also be tested for slump, entrained air content, and temperature at the same time the test cylinders are cast. Note that not all concrete placements will be tested but the focus will be testing concrete placements with the greatest significance such as structural concrete and pcc pavement placements.

Assumptions:

- Footings & foundation walls – assumed would test 12 placements
- Slabs on grade – assumed would test 5 placements
- Hollow core topping slab – assumed would test 1 placement
- PCC pavement – assumed would test 7 placements
- 6' concrete drain pan – assumed would test 5 placements

TASK 3 – Concrete Construction Observation

The project specifications require periodic “special inspections” during concrete construction.

Assumptions:

- We have assumed there would be approximately 3 structural concrete placements that we would observe the concrete reinforcing and forms prior to the concrete placement.

TASK 4 – Observation of Drilled Pier Placement for 40 Foot Antenna

FMG would provide a full-time senior field technician to observe and document the construction of the drilled pier for the 40 foot antenna.

Assumptions:

- Would cast one set of concrete test cylinders for the drilled pier concrete.

TASK 5 – Observation of Field Welds

A welding inspector will be retained by FMG to visually check random field fillet welds.

Assumptions:

- We have assumed the welding inspector will make 4 trips to the job site to observe the field fillet welds.

TASK 6 – Observation of Steel Deck Weld and Bolted Connections

FMG would check the steel roof decking, to determine if the puddle welds and side lap fasteners are in place at the specified frequency.

Assumptions:

- We anticipate making 2 trips to the job site to observe the steel deck welds and side lap fasteners. We have assumed that the bolted connections would be spot checked at this time also.

TASK 7 – Asphalt Pavement Density Testing

Field density testing would be performed using a Troxler nuclear density gauge on the new asphalt pavement during placement operations.

Assumptions:

- Assumed 8 job site visits to perform density tests on the new asphalt pavement during paving operations.
- Assumed contractor would provide Rice Density information to calculate in-place density of new asphalt pavement.

TASK 8 – Masonry Construction Observation/Testing

The project structural plans and specifications call out for periodic “special inspections” to be performed during the masonry construction.

Assumptions:

- Observe 8-inch CMU construction: assumed would make 3 site visits

Enclosed, please find our estimate of the construction testing costs for this project. The testing costs are based on assumptions on how the project will progress, so the actual testing costs could vary from this estimate. **Additional testing services beyond the scope of work indicated in this proposal would be performed only with your prior authorization to do so. Note you can reduce or add to the scope of work at any time.**

If you have any questions, or desire any additional information, please call us at your earliest convenience. *Thank you for the opportunity to be of service.*

Sincerely,

FMG Inc.,

A handwritten signature in black ink, appearing to read "James J. Trudeau". The signature is fluid and cursive, with the first name "James" and last name "Trudeau" clearly distinguishable.

James J. Trudeau

Enclosures

C: FMG August 2014 proposal file
Corporate\Marketing\Proposals\Testing\RC Utility Maintenance Facility Proposal.doc

FMG INC. FEE SCHEDULE for CONSTRUCTION TESTING

PROJECT INFORMATION			CLIENT INFORMATION			
PROJECT NAME:	Rapid City Utility Maintenance Facility	NAME:	Mr. Rod Johnson			
PROJECT LOCATION:	Rapid City, SD	COMPANY:	City of Rapid City			
		ADDRESS:	Rapid City, SD			

Task/Item/Materials	Quantity	Units		Rate	per Unit	Sub-Total
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TESTING SERVICES

TASK 1 - SOIL COMPACTION TESTING

Field Technician-Density Testing	75	hours	@	\$55.00	per hour	\$4,125.00
Sen. Construction Technician/Principle	20	hours	@	\$110.00	per hour	\$2,200.00
Moisture-Density Curve	4	tests	@	\$135.00	each	\$540.00
Atterberg Limits	1	tests	@	\$75.00	each	\$75.00
Standard Sieve Analysis	1	tests	@	\$75.00	each	\$75.00
Vehicle	300	miles	@	\$0.70	per mile	\$210.00
Task 1 - Soil Compaction Testing Sub-Total						\$7,225.00

TASK 2-CONCRETE TESTING

Field Technician	60	hours	@	\$55.00	per hour	\$3,300.00
Concrete Test Cylinder Compression Test	120	tests	@	\$20.00	each	\$2,400.00
Plastic Cylinder Mold	150	molds	@	\$1.00	each	\$150.00
Field Technician-Reporting	8	hours	@	\$55.00	per hour	\$440.00
Vehicle	300	miles	@	\$0.70	per mile	\$210.00
Task 2 - Concrete Testing Sub-Total						\$6,500.00

TASK 3-CONCRETE CONSTRUCTION OBSERVATION

Senior Construction Technician/Principle	9	hours	@	\$110.00	per hour	\$990.00
Vehicle	30	miles	@	\$0.70	per mile	\$21.00
Task 3 - Concrete Construction Observation Sub-Total						\$1,011.00

TASK 4-ANTENNA DRILLED PIER OBSERVATION

Senior Field Technician	3	hours	@	\$65.00	per hour	\$195.00
Senior Construction Technician/Principle	1	hours	@	\$110.00	per hour	\$110.00
Field Technician	2	hours	@	\$55.00	per hour	\$110.00
Concrete Test Cylinder Compression Test	4	tests	@	\$20.00	each	\$80.00
Plastic Cylinder Mold	5	molds	@	\$2.00	each	\$10.00
Vehicle	20	miles	@	\$0.70	per mile	\$14.00
Task 4 - Antenna Drilled Pier Observation Sub-Total						\$519.00

TASK 5-OBSERVATION of STRUCTURAL STEEL FRAMING WELDS

Welding Inspector-Visual Check	16	hours	@	\$75.00	per hour	\$1,200.00
Senior Construction Technician/Principle	2	hours	@	\$110.00	per hour	\$220.00
Task 5 - Observation of Structural Steel Framing Welds Sub-Total						\$1,420.00

TASK 6 - OBSERVATION of STEEL DECKS & BOLTED CONNECTIONS

Senior Construction Technician/Principle	8	hours	@	\$110.00	per hour	\$880.00
Vehicle	20	miles	@	\$0.70	per mile	\$14.00
Task 6 - Observation of Steel Decks & Bolted Connections Sub-Total						\$894.00

TASK 7 - ASPHALT PAVEMENT DENSITY TESTING

Field Technician	16	hours	@	\$55.00	per hour	\$880.00
Senior Construction Technician/Principle	2	hours	@	\$110.00	per hour	\$220.00
Vehicle	80	miles	@	\$0.70	per mile	\$56.00
Task 7 - Asphalt Pavement Density Testing Sub-Total						\$1,156.00

TASK 8-MASONRY CONSTRUCTION OBSERVATION

Senior Construction Technician/Principle	9	hours	@	\$110.00	per hour	\$990.00
Vehicle	30	miles	@	\$0.70	per mile	\$21.00
Task 8 - Masonry Construction Observation Sub-Total						\$1,011.00

Subtotal	\$19,736.00
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Sales Tax (0%)	\$0.00
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Opinion of Total Probable Testing Cost	\$19,736.00
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